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**Draft report of Working Group IV (Electronic Commerce)
on the work of its forty-ninth session
(New York, 28 April-2 May 2014)**

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I. Introduction

1. At its forty-second session, in 2009, the Commission requested the Secretariat to prepare a study on electronic transferable records in the light of proposals received at that session (A/CN.9/681 and Add.1, and A/CN.9/682).¹

2. At its forty-third session, in 2010, the Commission had before it additional information on the use of electronic communications for the transfer of rights in goods, with particular regard to the use of registries for the creation and transfer of rights (A/CN.9/692, paras. 12-47). At that session, the Commission requested the Secretariat to convene a colloquium on relevant topics, namely, electronic transferable records, identity management, electronic commerce conducted with mobile devices and electronic single window facilities.²

3. At its forty-fourth session, in 2011, the Commission had before it a note by the Secretariat (A/CN.9/728 and Add.1) summarizing the discussions during the colloquium on electronic commerce (New York, 14-16 February 2011).³ After discussion, the Commission mandated the Working Group to undertake work in the field of electronic transferable records.⁴ It was recalled that such work would be beneficial not only for the generic promotion of electronic communications in international trade, but also to address some specific issues such as assisting in the implementation of the United Nations Convention on the Contracts for the International Carriage of Goods Wholly or Partly by Sea (New York, 2008) (the "Rotterdam Rules").⁵ In addition, the Commission agreed that work regarding electronic transferable records might include certain aspects of other topics such as identity management, use of mobile devices in electronic commerce and electronic single window facilities.⁶

4. At its forty-fifth session (Vienna, 10-14 October 2011), the Working Group began its work on various legal issues relating to the use of electronic transferable records, including possible methodology for future work by the Working Group (A/CN.9/737, paras. 14-88). It also considered the work of other international organizations on that subject (A/CN.9/737, paras. 89-91).

5. At its forty-fifth session, in 2012, the Commission expressed its appreciation to the Working Group for the progress made and commended the Secretariat for its work.⁷ There was general support for the Working Group to continue its work on electronic transferable records and the need for an international regime to facilitate cross-border use of electronic transferable records was emphasized.⁸ In that context, the desirability of identifying and focusing on specific types of or specific issues

¹ *Official Records of the General Assembly, Sixty-fourth Session, Supplement No. 17 (A/64/17)*, para. 343.

² *Ibid.*, *Sixty-fifth Session, Supplement No. 17 (A/65/17)*, para. 250.

³ Information about the colloquium is available at the date of this document from www.uncitral.org/uncitral/en/commission/colloquia/electronic-commerce-2010.html.

⁴ *Official Records of the General Assembly, Sixty-sixth Session, Supplement No. 17 (A/66/17)*, para. 238.

⁵ *Ibid.*, para. 235.

⁶ *Ibid.*

⁷ *Ibid.*, *Sixty-seventh Session, Supplement No. 17 (A/67/17)*, para. 82.

⁸ *Ibid.*, para. 83.

related to electronic transferable records was mentioned.⁹ After discussion, the Commission reaffirmed the mandate of the Working Group relating to electronic transferable records and requested the Secretariat to continue reporting on relevant developments relating to electronic commerce.¹⁰

6. At its forty-sixth session (Vienna, 29 October-2 November 2012), the Working Group continued its examination of the various legal issues that arose during the life cycle of electronic transferable records (A/CN.9/761, paras. 24-89). The Working Group confirmed the desirability of continuing work on electronic transferable records and the potential usefulness of guidance in that field. It was widely felt that generic rules based on a functional approach should be developed encompassing various types of electronic transferable records (A/CN.9/761, paras. 17-18). As to future work, broad support was expressed for the preparation of draft provisions on electronic transferable records to be presented in the form of a model law, without prejudice to the decision to be made by the Working Group on the final form (A/CN.9/761, paras. 90-93).

7. At its forty-seventh session (New York, 13-17 May 2013), the Working Group had the first opportunity to consider the draft provisions on electronic transferable records. It was reaffirmed that the draft provisions should be guided by the principles of functional equivalence and technology neutrality, and should not deal with matters governed by the underlying substantive law (A/CN.9/768, para. 14). As to future work, it was noted that while the draft provisions were largely compatible with different outcomes that could be achieved, caution should be exercised to prepare a text that had practical relevance and supported existing business practices, rather than regulated potential future ones (A/CN.9/768, para. 112).

8. At its forty-sixth session, in 2013, the Commission noted that the work of the Working Group would greatly assist in facilitating electronic commerce in international trade.¹¹ After discussion, the Commission reaffirmed the mandate of the Working Group and agreed that work towards developing a legislative text in the field of electronic transferable records should continue.¹² It was further agreed that whether that work would extend to identity management, single windows and mobile commerce would be assessed at a future time.¹³

9. At its forty-eighth session (Vienna, 9-13 December 2013), the Working Group continued its work on the preparation of draft provisions on electronic transferable records. The Working Group also took into consideration legal issues related to the use of electronic transferable records in relationship with the Convention Providing a Uniform Law for Bills of Exchange and Promissory Notes (Geneva, 7 June 1930) and the Convention Providing a Uniform Law for Cheques (Geneva, 19 March 1931) (the "Geneva Conventions") (A/CN.9/797, paras. 109-112).

⁹ Ibid.

¹⁰ Ibid., para. 90.

¹¹ Ibid., *Sixty-eighth Session, Supplement No. 17* (A/68/17), para. 227.

¹² Ibid., paras. 230 and 313.

¹³ Ibid., para. 313.

II. Organization of the session

10. The Working Group, composed of all States members of the Commission, held its forty-ninth session in New York from 28 April to 2 May 2014. The session was attended by representatives of the following States members of the Working Group: Algeria, Armenia, Austria, Belarus, Brazil, China, Colombia, Denmark, Ecuador, France, Germany, Hungary, India, Indonesia, Italy, Japan, Mexico, Nigeria, Pakistan, Philippines, Republic of Korea, Russian Federation, Singapore, Spain, Thailand, Turkey, United States of America and Venezuela (Bolivarian Republic of).

11. The session was also attended by observers from the following States: Belgium, Cyprus, Libya, Malta, Poland, Qatar, Saudi Arabia and Sweden. The session was also attended by an observer from the European Union.

12. The session was also attended by observers from the following international organizations:

(a) *Intergovernmental organizations*: Maritime Organization of West and Central Africa (MOWCA) and World Customs Organization (WCO);

(b) *International non-governmental organizations*: American Bar Association (ABA), CISG Advisory Council, Comité Maritime International (CMI), European Law Students' Association (ELSA), Fédération Internationale des Associations de Transitaires et Assimilés (FIATA) and Law Association for Asia and the Pacific (LAWASIA).

13. The Working Group elected the following officers:

Chairman: Ms. Giusella Dolores FINOCCHIARO (Italy)

Rapporteur: Sr. Jair Fernando IMBACHI CERÓN (Colombia)

14. The Working Group had before it the following documents: (a) Annotated provisional agenda (A/CN.9/WG.IV/WP.127); and (b) A note by the Secretariat on draft provisions on electronic transferable records (A/CN.9/WG.IV/WP.128 and Add.1).

15. The Working Group adopted the following agenda:

1. Opening of the session.
2. Election of officers.
3. Adoption of the agenda.
4. Consideration of the draft provisions on electronic transferable records.
5. Technical assistance and coordination.
6. Other business.
7. Adoption of the report.

III. Deliberations and decisions

16. The Working Group engaged in discussions on the draft provisions on electronic transferable records on the basis of document A/CN.9/WG.IV/WP.128 and

Add.1. The deliberations and decisions of the Working Group are reflected in chapter IV below. The Secretariat was requested to revise the draft provisions to reflect those deliberations and decisions.

IV. Draft provisions on electronic transferable records

Draft article 7. Legal recognition of an electronic transferable record

17. The Working Group agreed that draft article 7 should be retained in its current form.

Draft article 8. Writing

18. With respect to draft article 8, a suggestion was made that a functional equivalence rule for "writing" might not be necessary in the context of the use of electronic transferable records as the fulfilment of that requirement was implied in the definition of "electronic transferable record" in draft article 3. In response, it was stated that the draft provisions should contain a general rule for establishing the functional equivalence of the "writing" requirement in substantive law. It was added that a rule on the "writing" requirement was necessary in light of the other rules on functional equivalence contained in the draft provisions. After deliberation, the Working Group decided to revisit the matter after its consideration of the draft articles on original, uniqueness and integrity.

19. As a drafting matter, it was agreed that the words "the information contained therein" should replace the words "the information contained in the electronic transferable record" as the meaning was evident. Subject to that change, the Working Group agreed that draft article 8 should be retained in its current form for further consideration.

Draft article 9. Signature

20. With respect to draft article 9, it was agreed that reference in subparagraph (a) to "electronic transferable record" should be revised to "electronic record" as that article dealt with a general signature requirement in the substantive law. It was further suggested that it might be necessary to elaborate on the reference to "reliability" in subparagraph (b)(i) in the broader context of the general reliability standard set forth in draft article 11 of Option C. After discussion, the Working Group agreed that draft article 9 should be retained in its current form, subject to the changes mentioned above.

Draft articles on original, uniqueness and integrity

21. The Working Group had a general discussion about the draft articles on original, uniqueness and integrity. It was mentioned that Option B could provide a good starting point as it clearly illustrated that uniqueness and integrity were elements required to achieve the functional equivalence of original in the electronic transferable record context. It was added that the main purpose of that functional equivalence rule should be prevention of multiple claims. It was also noted that certain elements contained in draft article 10 of Option B needed to be considered with respect to draft articles relating to control.

22. After discussion, it was agreed that Option B should be the starting point for further deliberation. It was further agreed that certain aspects contained in Options A and C — in particular, article 11 of Option C setting forth a general reliability standard — could also be considered for inclusion.

23. A number of suggestions were made with regard to the placement of draft article 10 of Option B. One suggestion was to move it to Section C of the draft provisions on the "Use of electronic transferable records" as a specific rule pertaining to their use. Another suggestion was to place the notions of uniqueness and integrity in Section C, while retaining a general form requirement rule in Section B. Yet another suggestion was that uniqueness should be discussed in the context of control. During that discussion, the view was expressed that the draft articles in Section B were an application of the general rules on electronic transactions to electronic transferable records and that the scope of those draft articles should be limited to electronic transferable records and should not extend to electronic records more generally.

Draft article 10. Original (Option B)

24. With respect to paragraph 1 of draft article 10, the Working Group agreed to retain the words "the original of" outside square brackets. It was also agreed that the words "its absence" should be retained and the words "the absence of the original" deleted.

25. With respect to draft article 10(1)(a), it was said that the first set of bracketed text would better accommodate both token-based and registry-based electronic transferable records. It was added that a reference to uniqueness was necessary in order to ensure singularity and to avoid multiple claims, and that the notion of control alone could not achieve singularity given the difference between control itself and the object of control, i.e., the electronic transferable record. It was therefore indicated that the first set of bracketed text was preferable to the second set, which was based on a circular statement by referring to the electronic transferable record itself.

26. On the other hand, it was indicated that the second set of bracketed text in draft article 10(1)(a) provided more flexibility, while explicit reference to uniqueness was not necessary given that the notion of control was sufficient to ensure singularity. It was added that a reference to the notion of uniqueness could pose not only challenges to technical implementation but also difficulties with respect to the practice of using multiple originals.

27. It was indicated that draft article 10(3)(a) did not sufficiently clarify the notion of integrity. It was explained that the notion of integrity contained in article 8 of the UNCITRAL Model Law on Electronic Commerce, which formed the basis for draft article 10(3)(a), was appropriate for documents such as contracts that did not typically foresee a number of changes during their life cycle. It was further explained that electronic transferable records had a dynamic nature that usually entailed a number of changes during their life cycle. Hence, it was suggested that draft article 10(3)(a) should be redrafted so that the notion of integrity would be based on the ability to preserve the information contained at the time of the issuance of the electronic transferable record and any authorized change made thereafter, until the moment of termination and archival of that record.

28. In that context, a suggestion was made to revise draft article 10(3)(a) along the following lines: "the criteria for assessing integrity shall be whether [each set of] information contained in the electronic transferable record, including any [authorized] [legitimate] change that arises throughout the life cycle of the electronic transferable record, has remained complete and unaltered". A number of observations were made with respect to that suggestion.

29. It was explained that the words "[each set of]" aimed to clarify that any set of information documenting legally relevant events during the life cycle of the electronic transferable record would need to remain complete and unaltered. In response, it was noted that reference to "any authorized change that arises throughout the life cycle of the electronic transferable record" was sufficient to address that point. After discussion, the Working Group agreed to delete the words "[each set of]".

30. The view was expressed that there was no need to distinguish between authorized and unauthorized changes and thus the words "any change" would suffice. It was further said that reference to an "authorized change" would require specifying the entity responsible for authorization.

31. Yet another suggestion was to retain the current text of draft article 10(3)(a) with the addition of the words "authorized or technical" before the word "change", which would capture both changes that were agreed by parties involved and changes of a technical nature. In response, it was noted that changes of a purely technical nature did not need to be mentioned in the draft provisions as they were of no legal relevance.

32. It was also suggested that a distinction should be made between authorized and legitimate changes. It was explained that authorized changes were those effected through the system established for the management of electronic transferable records while legitimate changes were those made in accordance with substantive law. It was further mentioned that the system established for the management of electronic transferable records should be designed to prevent unauthorized changes, which would protect the integrity of an electronic transferable record, and should be considered as retaining the integrity of the electronic transferable record if it kept a complete and unaltered record of all authorized changes. It was noted that an authorized change may include a change that was considered illegitimate under substantive law, for example, when the change was made using a stolen password.

33. After discussion, the Working Group agreed that draft article 10(3)(a) of Option B could read along the following lines: "the criteria for assessing integrity shall be whether information contained in the electronic transferable record, including any [authorized] change that arises throughout the life cycle of the electronic transferable record, has remained complete and unaltered". It was further agreed that clarification should be provided with respect to the meaning of "[authorized]", taking into consideration suggestions mentioned above (see paras. 30-32 above). Regarding how the changes of a technical nature would be treated under the draft provisions, it was agreed that guidance should be sought from article 8(3)(a) of the Model Law on Electronic Commerce and that reference to draft article 30 on retention of information in an electronic transferable record should be included in draft article 10(3)(a).

34. With respect to draft article 10(3)(b), the Working Group agreed to retain it in its current form.

35. It was suggested that functional equivalence rules in the draft provisions that included a reliability standard should be accompanied by a safeguard provision akin to article 9(3)(b)(ii) of the Electronic Communications Convention.

36. After concluding its discussion of draft article 10(3), the Working Group engaged in a general discussion on the functions performed by the "original" of a paper-based transferable document or instrument so as to identify how those functions could be achieved in an electronic environment.

37. It was indicated that the notion of "original" did not necessarily appear in national legislation. It was added that the same notion had limited relevance in international legal texts such as the Geneva Conventions.

38. In the same line, it was explained that reference to the paper-based notion of "original" was not necessary to avoid multiple claims in the context of electronic transferable records, since that goal could be achieved through the notion of "control". It was further explained that the notion of "control" could identify both the person entitled to performance and the object of control. It was added that resorting to the notion of "control" would make it possible not to refer to the notion of "uniqueness", which posed technical challenges.

39. In response, it was said that a functional equivalence rule for the notion of "original" was necessary, since substantive law required the original of a paper-based transferable document or instrument to request performance or provided consequences for its absence. It was added that the notion of "control" as a functional equivalent of the paper-based notion of "possession" could identify only the person entitled to claim performance, but that identification of the object of the performance demanded a functional equivalent of the paper-based notion of "original".

40. After discussion, the Working Group agreed that there was no need to include a functional equivalence rule for "original" in the draft provisions and decided to adopt the approach taken in Option A. In that vein, the Working Group agreed to: (i) delete draft article 10 of Option A; (ii) retain draft article 11 of Option A in square brackets for further consideration in light of its discussion on "possession" and "control"; and (iii) retain draft article 12 of Option A with the modifications agreed with respect to draft article 10(3) of Option B (see para. 33 above).

Draft article 11. General reliability standard (Option C)

41. After deliberation of draft article 10 of Option B, the Working Group discussed whether a general reliability standard as provided in draft article 11 of Option C should be included in the draft provisions.

42. It was stated that the presence of a general reliability standard could hamper the use of electronic transferable records as legal consequences of failure to meet those standards were not clear. It was further stated that caution should be exercised so as not to make the draft provisions untenable in practice. It was also noted that there was no need for a general reliability standard as each draft article containing a reliability standard should include in itself a provision specific to that context.

43. While there was some support for the deletion of a general reliability standard, it was urged that the draft provisions should provide general guidance on the meaning of reliability and set out the criteria for meeting that standard. It was noted that, while party autonomy could suffice to establish reliability standards in closed systems, there was a need for the draft provisions to set out reliability standards applicable to open systems. It was further mentioned that if a general reliability standard were to be included, it should be drafted in a manner mindful of technological neutrality.

44. The Working Group continued its consideration of draft article 11 of Option C on the basis of a proposal incorporating in draft article 11(2) references to: quality of staff; sufficient financial resources and liability insurance; and existence of a notification procedure for security breaches. The proposal was drafted in prescriptive terms. It aimed at being technology-neutral and would not apply to closed systems as defined in the law or by agreement.

45. That proposal received some support. It was suggested that a reference to reliable audit trails should be added.

46. However, the view was expressed that the reliability requirements set forth in that proposal were too detailed and that the provision was regulatory in nature. It was added that the adoption of such detailed requirements could impose excessive costs on business and ultimately hamper electronic commerce. It was further noted that those requirements could lead to increased litigation based on complex technical matters. It was suggested that a reference to reliable methods based on internationally accepted standards and practices should instead be inserted in the draft provisions.

47. In response, it was noted that loosely defined reliability requirements were more likely to foster litigation and hinder legal predictability, while the revised draft article 11(2) would increase legal certainty by better specifying the elements relevant for a general reliability standard.

48. It was expressed that draft article 11(2) did not relate to the reliable method referred to in the specific articles setting out functional equivalence rules, but was of the nature of a set of standards for third-party service providers. It was observed that the Working Group would need to consider what would be the consequence of non-compliance with those proposed standards. It was explained that the reliability requirements contained in the proposal would apply to all system providers for electronic transferable records and not only to third-party service providers. It was suggested that specific functional equivalence provisions should refer to "as reliable as appropriate" as the standard of reliability.

49. After discussion, the Working Group agreed to further consider the revised draft article 11(2) as a possible general rule on system reliability and in connection with provisions relating to third-party service providers. The Working Group also agreed to consider the adoption of specific standards for each draft provision referring to a reliable method.

Draft article 15. Issuance of multiple originals

50. With respect to the transposition of the practice of issuing multiple originals of paper-based transferable documents or instruments to an electronic environment

(A/CN.9/WG.IV/WP.128/Add.1, paras. 6-7), the Working Group was informed of examples of practices of issuing multiple originals and requested the Secretariat to continue its efforts in compiling existing practices.

Draft article 18. Possession

51. It was suggested that the heading of draft article 18 should be "Control" as that would better reflect the content of that article. It was responded that draft article 18 aimed at establishing the functional equivalence of the paper-based notion of possession, and that reference to possession would conform to the headings of similar provisions such as draft articles 20 and 21.

52. It was suggested that the words "[de facto]" should be deleted from draft article 18 with the understanding that that concept would be contained in the definition of "control" in draft article 3.

53. After discussion, the Working Group agreed to retain the heading "Possession" and to delete the words "[de facto]" in draft article 18.

54. The Working Group then considered the definition of "control" as provided in draft article 3. It was recalled that the Working Group had understood control to be a matter of factual nature similar to actual possession and that three sets of square bracketed text had been prepared to reflect that notion.

55. A number of suggestions were made with respect to the three sets of square bracketed text in draft article 3. Regarding the first and second sets, it was said that defining "control" using the word "power" ran the risk of a circular definition as "control" and "power" were synonymous. Regarding the first set, it was said that the words "de facto" should not be used as they gave the impression that there could be control which was not factual. With regard to the third set, it was noted that defining "control" using the word "control" was circular and redundant.

56. The view was expressed that the definition of control should be deleted from the definitions as it was merely a statement that control was of a factual nature and was not a true definition. It was also said that the definition of control should be left to national law and would depend on the system established for management of electronic transferable records.

57. Another view was that each draft article relating to control relied on the definition of control. It was added that if the definition of control included only reference to its factual nature and did not refer to exclusivity, difficulties could arise in understanding other relevant provisions.

58. It was recalled that the Working Group had decided to draft a definition of "control" as a number of articles made reference to "control". It was suggested that otherwise, each draft article relating to control would need to refer to the factual nature of control.

59. There was general support that while the three sets of square bracketed text in draft article 3 might not properly constitute a definition, there was merit in illustrating the factual nature of control in the draft provisions. It was further clarified that functions of third-party service providers or intermediaries of the electronic transferable record should not be covered under the notion of "control".

60. After discussion, the Working Group agreed to proceed with the working assumption that: (i) "control" of an electronic transferable record would mean the factual power to deal with or dispose of that electronic transferable record; and (ii) the power of the third-party service provider or the intermediary to deal with or dispose of the electronic transferable record did not constitute control. The Working Group postponed its decision on whether such a statement should be included in the draft provisions, and if included, whether it should be in the article on definitions, in specific articles referring to control or in a separate article.

61. With respect to draft article 18(2), it was recalled that it was the only provision in the draft provisions that embodied the idea that an electronic transferable record should be subject to control from the time of its issuance until it ceased to have any effect or validity. However, it was explained that an electronic transferable record need not necessarily be subject to control during its entire life cycle. It was said that that occurred, for instance, when a token-based electronic transferable record was lost. Therefore, it was suggested that that paragraph should instead indicate that an electronic transferable record was capable of being controlled during its life cycle, particularly in order to allow for its transfer. Moreover, it was stressed that such a rule could provide guidance to legislators as well as designers of the electronic transferable record management system that electronic transferable record should be capable of being subject to control. In response, it was noted that the notion of being subject to control was implicit in an electronic transferable record.

62. After discussion, the Working Group decided to revise draft article 18(2) along the following lines: "[an electronic transferable record shall be capable of [control] [being subject to control] by [a single] [one or more] person during its life cycle]". As for its placement, it was suggested that it could be included in the definition of electronic transferable record, or in the provision on uniqueness, or in a separate article.

Draft article 19. Reliability of method for establishing control

63. It was said that Options X and Y of draft article 19 did not fully achieve the intended goal of providing guidance in assessing the reliability of the method used for establishing control in draft article 18.

64. It was suggested that draft article 18 contained a functional equivalence rule and that the related reliability standard should be drafted along the lines of draft article 9. It was explained that that approach would offer flexibility in assessing reliability in the specific contexts, and this was also desirable since too high a standard could hamper electronic commerce, while too low a standard could prove useless.

65. After discussion, the following text was suggested for consideration by the Working Group as draft article 18:

"Where the law requires the possession of a paper-based transferable document or instrument, or provides consequences for the absence of possession, that requirement is met [with respect to the use of an electronic transferable record] [through control] if:

[(a) A method is used to establish control; and]

(b) The method used is either:

(i) As reliable as appropriate for the purpose for which the electronic transferable record was created, in the light of all the relevant circumstances, including any relevant agreement; or

(ii) Proven in fact [to have fulfilled the functions of control] [to have been reliable], by itself or together with further evidence."

66. With respect to that suggestion, it was mentioned that the draft provisions did not have reference to the exclusivity of control, which was essential to ensuring singularity of the claim and therefore the operation of electronic transferable records. It was added that specific reference to exclusive control might avoid the need to refer to the notion of "uniqueness", which posed legal and technical challenges. In response, it was recalled that the Working Group had previously considered that exclusivity was implicit in the notion of control (see A/CN.9/797, para. 74).

67. Upon further consideration of the proposed revised text of draft article 18, the Working Group agreed that: (i) only the first square bracketed text in the chapeau should be retained outside square brackets; (ii) subparagraph (a) should be retained outside square brackets with the addition of the words "of that electronic transferable record" after the word "control"; (iii) subparagraph (b)(ii) should be revised to state "[p]roven in fact to have fulfilled the functions described in subparagraph (a) above, by itself or together with further evidence"; and (iv) the word "created" in subparagraph (b)(i) could be substituted with the word "generated" or clarified to indicate that reliability could be assessed for the purposes of the type of electronic transferable record.

68. Thereafter, the Working Group continued its discussion on how to address exclusivity of control in the draft provisions. It was generally agreed that the draft provisions could address the exclusive nature of control explicitly, either in the definition of "control" or as a separate rule, or not address the issue explicitly.

69. The view was expressed that, similar to a paper-based transferable document or instrument, exclusivity of control over an electronic transferable record would be a logical result achieved through the uniqueness of that record. However, it was widely felt that the notion of exclusivity of control should be distinguished from the notion of uniqueness as they served different purposes and operated independently (see A/CN.9/797, paras. 48-50). For instance, it was explained that it was possible to conceive exclusive control over a non-unique record, or, conversely, non-exclusive control over a unique record. It was noted that achieving the notion of uniqueness of an electronic transferable record might be unrealistic in a registry-based system where no unique object might exist, but it might be possible to create a unique token in a token-based system. It was expressed that uniqueness should not be referred to in the draft provisions as a quality of an electronic transferable record.

70. It was stressed that the draft provisions should aim to prevent multiple claims of the same obligation. It was also noted that there could be instances where multiple parties could be entitled to performance of the obligation and therefore control did not need to be exercised by one person only.

71. The Working Group proceeded to prepare a provision, which would replace draft article 11 of Option A on uniqueness. It was suggested that that provision should offer a functional equivalence rule for the use of paper-based transferable documents or instruments by setting forth the requirements to be met by the use of an electronic record. In that context, it was suggested that the provision should refer to "one or more than one" electronic record or refer to "authoritative information" to illustrate that there might, in certain registry systems, be data elements in the system that, taken together, provided the information constituting the electronic transferable record, but with no discrete record constituting the electronic transferable record. In response, it was mentioned that the current definition of "electronic record" in draft article 3, which contained the word "information", was sufficiently broad to cover that possibility.

72. Furthermore, it was suggested that a reliable method should be employed to identify an electronic record as the authoritative or operative electronic record to be used as the electronic transferable record. With respect to that suggestion, it was pointed out that an "electronic transferable record" was by definition authoritative or operative and thus those qualities need not be mentioned. While it was also suggested that a reliable method should be employed to render an authoritative or operative electronic record distinguishable from other records containing the same information, it was generally viewed that such a provision was redundant.

73. A further suggestion was that a reliable method should be employed to prevent unauthorized replication of the electronic transferable record. It was further suggested that a reliable method should be employed to also retain the integrity of the electronic transferable record. Another suggestion was that a reliable method should be employed to render the electronic record capable of being subject to control during its life cycle, as had been discussed in the context of draft article 18(2) (see paras. 61-62 above).

74. After discussion, the Working Group agreed to delete article 11 of Option A on uniqueness, which it had put in square brackets (see para. 40 above) and to introduce a new draft article along the following lines:

"Draft article **. [Operative electronic record] [Paper-based transferable document or instrument]

1. Where the law requires the use of a paper-based transferable document or instrument or provides consequences for its absence, that requirement is met by the use of [an] [one or more than one] electronic record if a reliable method is employed:

(a) To identify that electronic record as the [operative] electronic record to be used as an electronic transferable record and to prevent the unauthorized replication of that electronic transferable record;

(b) To render that electronic record capable of being subject to control during its life cycle; and

(c) To retain the integrity of the electronic transferable record.

2. A method shall satisfy paragraph 1, if ..."

75. With respect to paragraph 2 of the above-mentioned draft article, it was suggested that the revised draft article 12 of Option A could provide guidance for

the reliability standard relating to subparagraph (c). The Secretariat was requested to provide similar text relating to subparagraphs (a) and (b). As to the placement of the draft article, it was suggested that that draft article should be placed closer to the draft article on control and thus in Section C.

Draft article 20. Delivery

76. The Working Group agreed to retain draft article 20 in its current form.

Draft article 21. Presentation

77. It was said that draft article 21 did not fully capture the functions of presentation, and therefore did not provide an adequate functional equivalence rule on presentation. It was indicated that further elements needed to be included in addition to demonstration of control, such as the intention to present the electronic transferable record. It was also suggested that the draft article should state that the person "required to present" must demonstrate that it has control.

78. In that connection, it was noted that in a paper-based environment, presentation could mean presentation for performance as well as for other purposes, such as presentation of a bill of exchange for acceptance. It was recalled that the draft provisions also referred to presentation in draft articles 26 and 27. In light of such variety in meanings, it was stressed that a careful analysis of all the functions fulfilled by presentation of a paper-based transferable document or instrument was necessary.

79. The Working Group agreed to retain draft article 21 in square brackets, for consideration after clarifying the possible meanings and functions of presentation.

Draft article 22. Endorsement

80. It was recalled that in a paper-based environment, one peculiar feature of endorsement was its placement on the back of the document or of the instrument or on a slip of paper attached thereto ("allonge") (see A/CN.9/797, para. 95). Hence, it was suggested that draft article 22 should contain a reference to those modalities of endorsement. In response, it was noted that while national laws contained a wide range of formal prescriptions for endorsement in a paper-based environment, the draft article aimed to achieve functional equivalence of the notion of endorsement regardless of those requirements. It was added that other functional equivalence rules in the draft provisions did not refer to specific paper-based form requirements and that referring to certain form requirements but not others might be interpreted as excluding those other requirements from the scope of the draft article, thus ultimately frustrating its purpose. After discussion, the Working Group agreed to insert the words "in any form" after the first occurrence of the word "endorsement" in draft article 22.

81. It was explained that the words "[or permits]" aimed to capture cases where the law did not require endorsement but allowed it. The Working Group agreed that the draft article should be revised to address such instances in a manner consistent with other draft articles. The Working Group also agreed to retain the words "the endorsement" outside square brackets and to delete the words "[the intention to endorse]" as the former was clearer. With respect to the second set of bracketed text, the view was expressed that the words "logically associated or otherwise linked to"

were technically more accurate and should be retained. However, the view was also expressed that the two options contained in that set were not mutually exclusive and thus should be retained jointly.

Draft article 23. Transfer of an electronic transferable record

82. With respect to draft article 23, it was recalled that paragraphs 1 and 2 were intended to serve different purposes. In particular, paragraph 1 was included to convey that transferring control of the electronic transferable record was necessary in order to transfer that record. In that respect, it was suggested that paragraph 1 could be deleted as draft articles on possession, delivery and endorsement were sufficient.

83. It was explained that the goal of paragraph 2 was to facilitate a change in the modalities of circulation of electronic transferable records when permitted by substantive law.

84. In that context, the concern was raised that it would be inappropriate for the draft provisions to refer to the term "holder", which had legal implications under the substantive law, in spite of the qualified definition of that term in draft article 3 to a "person in control".

85. After discussion, it was agreed that paragraph 1 should be deleted and that the word "holder" should be replaced with the words "person in control" throughout the draft provisions.

Draft article 24. Amendment of an electronic transferable record

86. The Working Group agreed that a rule on a reliable method to record legally relevant changes to the information contained in an electronic transferable record should be inserted, in square brackets, in the draft provisions for consideration at a future session.

V. Technical assistance and coordination

87. The Working Group was informed of developments in the legal framework for electronic communications in Colombia, which was based on UNCITRAL texts. Various achievements in the implementation of that legal framework were illustrated. Reference was made to the insertion of provisions relating to electronic commerce law in free trade agreements.

88. The Working Group also heard a presentation by a representative of the European Commission on the draft Regulation on Electronic Identification and Trust Services for Electronic Transactions in the Internal Market (e-IDAS), which dealt with mutual recognition of electronic identification and electronic trust services (e-signature, e-seals, time stamping, e-delivery, e-document and website authentication) in the European Union.

89. The Working Group noted that several aspects of the draft Regulation, for example, electronic signatures, time stamping services and reliability standards, were relevant for its current work. The importance of coordination between regional

and global legislation in this field critical to the development of cross-border electronic commerce was stressed.

90. After discussion, the Working Group asked the Secretariat to continue compiling information relating to identity management, authentication, trust services and other areas relevant to its current work, such as single window systems or mobile payments, including by organizing or participating in workshops, colloquia and other similar events, subject to availability of resources. It was reminded that the extension of the mandate of the Working Group to other topics discussed in document A/CN.9/728 and Add.1 as discrete subjects (as opposed to their incidental relation to electronic transferable records) would need to be further considered at a future Commission's session (A/66/17, para. 239).

91. The Working Group heard a report on the progress made at the "Ad hoc Intergovernmental Meeting on a Regional Arrangement for the Facilitation of Cross-border Paperless Trade" (Bangkok, 22-24 April 2014). The potential relevance of that draft arrangement for the promotion of the adoption of UNCITRAL texts on electronic commerce was highlighted.



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Status of conventions and model laws

Note by the Secretariat*

1. At its thirteenth session, in 1980, the United Nations Commission on International Trade Law (UNCITRAL) decided¹ that it would consider, at each of its sessions, the status of conventions that were the outcome of work carried out by it.
2. The present note sets forth the status of the conventions and model laws emanating from the work of the Commission. It also shows the status of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958),² which, although adopted prior to the establishment of the Commission, is closely related to the work of the Commission in the area of international commercial arbitration.
3. Technical cooperation and assistance activities aimed at promoting the use and adoption of its texts are priorities for UNCITRAL pursuant to a decision taken at its twentieth session (1987).³ The Secretariat monitors adoption of model laws and conventions.
4. This note indicates the changes since 30 April 2013, when the last annual report in this series (A/CN.9/773) was issued. The information contained herein is current up to 2 May 2014. Information on the status of conventions and model laws is regularly updated on the UNCITRAL website (www.uncitral.org) and is made available as detailed tables related to specific texts and as a single table providing an overview of all texts. Authoritative information on the status of the treaties

* The submission of this document was delayed to ensure the timeliness of the information contained therein.

¹ *Official Records of the General Assembly, Thirty-fifth Session, Supplement No. 17 (A/35/17)*, para. 163.

² United Nations, *Treaty Series*, vol. 330, No. 4739, p. 3.

³ *Official Records of the General Assembly, Forty-second Session, Supplement No. 17 (A/42/17)*, para. 335.



deposited with the Secretary-General of the United Nations, including historical status information, may be obtained by consulting the United Nations Treaty Collection (<http://treaties.un.org>). Readers may also wish to contact the Treaty Section of the Office of Legal Affairs of the United Nations (tel.: (+1-212) 963-5047; fax: (+1-212) 963-3693; e-mail: treaty@un.org).

5. This note covers the following texts, incorporating as indicated new treaty actions (the term "action" is used generically to denote the deposit of an instrument of ratification, approval, acceptance or accession in respect of a treaty, or participation in a treaty as a result of an action to a related treaty, or the withdrawal or modification of a declaration or of a reservation) and enactments of Model Laws based on information received since the last report:

(a) In the area of sale of goods:

Convention on the Limitation Period in the International Sale of Goods, (New York, 1974),⁴ as amended by the Protocol of 11 April 1980 (Vienna)⁵ (as amended: 22 States parties; unamended: 29 States parties);

United Nations Convention on Contracts for the International Sale of Goods, (Vienna, 1980),⁶ New actions by Bahrain (accession); Lithuania (withdrawal of declaration); and Norway (withdrawal of declaration); 80 States parties;

(b) In the area of dispute resolution:

Convention on the Recognition and Enforcement of Foreign Arbitral Awards, (New York, 1958),⁷ New actions by Mauritius (withdrawal of declaration); and United Kingdom of Great Britain and Northern Ireland (extension of territorial application); 149 States parties;

UNCITRAL Model Law on International Commercial Arbitration (1985),⁸ with amendments as adopted in 2006,⁹ New legislation based on the Model Law as amended in 2006 has been adopted in Belgium (2013); and Lithuania (2012);

UNCITRAL Model Law on International Commercial Conciliation (2002),¹⁰ New legislation based on the Model Law has been adopted in Belgium (2005); France (2011); Luxembourg (2012); Switzerland (2008); and the United States of America, in Hawaii (2013);

⁴ United Nations, *Treaty Series*, vol. 1511, No. 26119, p. 3. For the complete status of this text, see part I, sect. A.

⁵ United Nations, *Treaty Series*, vol. 1511, No. 26121, p. 99. For the complete status of this text, see part I, sect. A.

⁶ United Nations, *Treaty Series*, vol. 1489, No. 25567, p. 3. For the complete status of this text, see part I, sect. C.

⁷ United Nations, *Treaty Series*, vol. 330, No. 4739, p. 3. For the complete status of this text, see part I, sect. J.

⁸ *Official Records of the General Assembly, Fortieth Session, Supplement No. 17 (A/40/17)*, annex I. For the complete status of this text, see part II, sect. A.

⁹ United Nations publication, Sales No. E.08.V.4. For the complete status of this text, see part II, sect. A.

¹⁰ *Official Records of the General Assembly, Fifty-seventh Session, Supplement No. 17 (A/57/17)*, annex I. For the complete status of this text, see part II, sect. F.

(c) In the area of government contracting:

UNCITRAL Model Law on Public Procurement (2011);¹¹

(d) In the area of banking and payments:

United Nations Convention on International Bills of Exchange and International Promissory Notes (New York, 1988)¹² (5 States parties);

UNCITRAL Model Law on International Credit Transfers (1992);¹³

United Nations Convention on Independent Guarantees and Stand-by Letters of Credit (New York, 1995)¹⁴ (8 States parties);

(e) In the area of security interests:

United Nations Convention on the Assignment of Receivables in International Trade (New York, 2001)¹⁵ (1 State party);

(f) In the area of insolvency:

UNCITRAL Model Law on Cross-Border Insolvency (1997).¹⁶ New legislation based on the Model Law has been adopted in Chile (2014);

(g) In the area of transport:

United Nations Convention on the Carriage of Goods by Sea (Hamburg, 1978)¹⁷ (34 States parties);

United Nations Convention on the Liability of Operators of Transport Terminals in International Trade (Vienna, 1991)¹⁸ (4 States parties);

United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (New York, 2008).¹⁹ New action by Congo (ratification). New signature by Guinea-Bissau; 3 States parties;

¹¹ *Official Records of the General Assembly, Sixty-sixth Session, Supplement No. 17 (A/66/17)*, annex I. For the complete status of this text, see part II, sect. G.

¹² General Assembly resolution 43/165, annex. The Convention has not yet entered into force; it requires ten States parties for entry into force. For the complete status of this text, see part I, sect. D.

¹³ *Official Records of the General Assembly, Forty-seventh Session, Supplement No. 17 (A/47/17)*, annex I. For the complete status of this text, see part II, sect. B.

¹⁴ United Nations, *Treaty Series*, vol. 2169, No. 38030, p. 163. For the complete status of this text, see part I, sect. F.

¹⁵ General Assembly resolution 56/81, annex. The Convention has not yet entered into force; it requires five States parties for entry into force. For the complete status of this text, see part I, sect. G.

¹⁶ General Assembly resolution 52/158, annex. For the complete status of this text, see part II, sect. D.

¹⁷ United Nations, *Treaty Series*, vol. 1695, No. 29215, p. 3. For the complete status of this text, see part I, sect. B.

¹⁸ *Official Records of the United Nations Conference on the Liability of Operators of Transport Terminals in International Trade, Vienna, 2-19 April 1991* (United Nations publication, Sales No. E.93.XI.3), part I, annex. The Convention has not yet entered into force; it requires five States parties for entry into force. For the complete status of this text, see part I, sect. E.

(h) In the area of electronic commerce:

UNCITRAL Model Law on Electronic Commerce (1996).²⁰ New legislation based on the Model Law has been adopted in Antigua and Barbuda (2006); Australia, in Queensland (2013); Bangladesh (2006); Liberia (2002); Gambia (2009); Grenada (2008); Oman (2008); Saint Kitts and Nevis (2011); San Marino (2013); Seychelles (2001); Syrian Arab Republic (2014); and the United States of America, in Georgia (2009);

UNCITRAL Model Law on Electronic Signatures (2001).²¹ New legislation based on the Model Law has been adopted in Antigua and Barbuda (2006); Gambia (2009); Grenada (2008); Honduras (2013); Oman (2008); Saint Kitts and Nevis (2011); and San Marino (2013);

United Nations Convention on the Use of Electronic Communications in International Contracts (New York, 2005).²² New actions by Congo (accession); and the Russian Federation (acceptance); 5 States parties.

6. Previous annual reports in this series also included chronological tables of actions for conventions. To avoid redundancy, this information can now be found on the UNCITRAL website.

7. UNCITRAL texts also include legislative and legal guides and contractual standards whose impact cannot be assessed by reference to their adoption by States.²³ Nonetheless, the Secretariat has been advised on occasion of instances in which these texts have been used in law reform efforts. For example, in February 2014, Colombia adopted a decree²⁴ which faithfully implements the recommendations of the UNCITRAL Guide on the Implementation of a Security Rights Registry (2013).²⁵

¹⁹ General Assembly resolution 63/122, annex. The Convention has not yet entered into force; it requires 20 States parties for entry into force. For the complete status of this text, see part I, sect. I.

²⁰ United Nations publication, Sales No. E.99.V.4. For the complete status of this text, see part II, sect. C.

²¹ General Assembly resolution 56/80, annex. For the complete status of this text, see part II, sect. E.

²² General Assembly resolution 60/21, annex. For the complete status of this text, see part I, sect. H.

²³ All UNCITRAL texts are available in the six official languages of the United Nations on the UNCITRAL website, www.uncitral.org.

²⁴ Decreto 400 de 2014, available, for example, from www.icbf.gov.co/cargues/avance/docs/decreto_0400_2014.htm.

²⁵ Available from www.uncitral.org/uncitral/uncitral_texts/security.html.

I. Participation in conventions

A. Convention on the Limitation Period in the International Sale of Goods (New York, 1974), as amended by the Protocol of 11 April 1980 (Vienna)

<i>State</i>	<i>Signature</i>	<i>Ratification, accession^(*), succession^(§) or participation under Article VIII or X of the Protocol of 11 April 1980^(†)</i>	<i>Entry into force</i>
Argentina		19 July 1983 ^(*)	1 August 1988
Belarus	14 June 1974	23 January 1997 ^(*)	1 August 1997
Belgium		1 August 2008 ^(*)	1 March 2009
Benin ^a		29 July 2011 ^(*)	1 February 2012
Bosnia and Herzegovina ^a		12 January 1994 ^(§)	6 March 1992
Brazil	14 June 1974		
Bulgaria	24 February 1975		
Burundi ^a		4 September 1998 ^(*)	1 April 1999
Costa Rica	30 August 1974		
Cuba		2 November 1994 ^(*)	1 June 1995
Czech Republic ^b		30 September 1993 ^(§)	1 January 1993
Dominican Republic ^d		30 July 2010 ^(*)	1 February 2011
Egypt		6 December 1982 ^(*)	1 August 1988
Ghana ^a	5 December 1974	7 October 1975	1 August 1988
Guinea		23 January 1991 ^(*)	1 August 1991
Hungary	14 June 1974	16 June 1983 ^(*)	1 August 1988
Liberia		16 September 2005 ^(†)	1 April 2006
Mexico		21 January 1988 ^(*)	1 August 1988
Mongolia	14 June 1974		
Montenegro ^c		6 August 2012 ^(*)	1 March 2013
Nicaragua	13 May 1975		
Norway ^{a,c}	11 December 1975	20 March 1980	1 August 1988
Paraguay		18 August 2003 ^(*)	1 March 2004
Poland	14 June 1974	19 May 1995 ^(†)	1 December 1995
Republic of Moldova		28 August 1997 ^(*)	1 March 1998
Romania		23 April 1992 ^(†)	1 November 1992
Russian Federation	14 June 1974		
Serbia ^a		12 March 2001 ^(§)	27 April 1992
Slovakia ^b		28 May 1993 ^(§)	1 January 1993
Slovenia		2 August 1995 ^(†)	1 March 1996
Uganda		12 February 1992 ^(†)	1 September 1992
Ukraine ^a	14 June 1974	13 September 1993	1 April 1994
United States of America ^b		5 May 1994 ^(†)	1 December 1994
Uruguay		1 April 1997 ^(†)	1 November 1997
Zambia		6 June 1986 ^(*)	1 August 1988

Parties (as amended by the Protocol of 1980): 22

Parties (unamended): 29

For information on which States listed above are Parties to the 1980 amending Protocol, consult the United Nations Treaty Collection, <http://treaties.un.org>.

^a Party only to the unamended Convention.

^b Upon accession to the Protocol, Czechoslovakia and the United States of America declared that, pursuant to article XII of the Protocol, they did not consider themselves bound by article I of the Protocol.

^c Upon signature, Norway declared, and confirmed upon ratification, that, in accordance with article 34, the Convention would not govern contracts of sale where the seller and the buyer both had their relevant places of business within the territories of the Nordic States (i.e. Denmark, Finland, Iceland, Norway and Sweden).

^d From 1 August 1988 to 31 January 2011, the Dominican Republic was a Party to the unamended Convention.

^e From 3 June 2006 to 28 February 2013, Montenegro was a Party to the unamended Convention.

B. United Nations Convention on the Carriage of Goods by Sea (Hamburg, 1978)

<i>State</i>	<i>Signature</i>	<i>Ratification, Accession(*), Approval(†), Acceptance(‡) or Succession(§)</i>	<i>Entry into force</i>
Albania		20 July 2006 ^(*)	1 August 2007
Austria	30 April 1979	29 July 1993	1 August 1994
Barbados		2 February 1981 ^(*)	1 November 1992
Botswana		16 February 1988 ^(*)	1 November 1992
Brazil	31 March 1978		
Burkina Faso		14 August 1989 ^(*)	1 November 1992
Burundi		4 September 1998 ^(*)	1 October 1999
Cameroon		21 October 1993 ^(*)	1 November 1994
Chile	31 March 1978	9 July 1982	1 November 1992
Czech Republic ^a	2 June 1993	23 June 1995	1 July 1996
Democratic Republic of the Congo	19 April 1979		
Denmark	18 April 1979		
Dominican Republic		28 September 2007 ^(*)	1 October 2008
Ecuador	31 March 1978		
Egypt	31 March 1978	23 April 1979	1 November 1992
Finland	18 April 1979		
France	18 April 1979		
Gambia		7 February 1996 ^(*)	1 March 1997
Georgia		21 March 1996 ^(*)	1 April 1997
Germany	31 March 1978		
Ghana	31 March 1978		
Guinea		23 January 1991 ^(*)	1 November 1992
Holy See	31 March 1978		
Hungary	23 April 1979	5 July 1984	1 November 1992
Jordan		10 May 2001 ^(*)	1 June 2002

<i>State</i>	<i>Signature</i>	<i>Ratification, Accession^(*), Approval^(†), Acceptance^(‡) or Succession^(§)</i>	<i>Entry into force</i>
Kazakhstan		18 June 2008 ^(*)	1 July 2009
Kenya		31 July 1989 ^(*)	1 November 1992
Lebanon		4 April 1983 ^(*)	1 November 1992
Lesotho		26 October 1989 ^(*)	1 November 1992
Liberia		16 September 2005 ^(*)	1 October 2006
Madagascar	31 March 1978		
Malawi		18 March 1991 ^(*)	1 November 1992
Mexico	31 March 1978		
Morocco		12 June 1981 ^(*)	1 November 1992
Nigeria		7 November 1988 ^(*)	1 November 1992
Norway	18 April 1979		
Pakistan	8 March 1979		
Panama	31 March 1978		
Paraguay		19 July 2005 ^(*)	1 August 2006
Philippines	14 June 1978		
Portugal	31 March 1978		
Romania		7 January 1982 ^(*)	1 November 1992
Saint Vincent and the Grenadines		12 September 2000 ^(*)	1 October 2001
Senegal	31 March 1978	17 March 1986	1 November 1992
Sierra Leone	15 August 1978	7 October 1988	1 November 1992
Singapore	31 March 1978		
Slovakia	28 May 1993		
Sweden	18 April 1979		
Syrian Arab Republic		16 October 2002 ^(*)	1 November 2003
Tunisia		15 September 1980 ^(*)	1 November 1992
Uganda		6 July 1979 ^(*)	1 November 1992
United Republic of Tanzania		24 July 1979 ^(*)	1 November 1992
United States of America	30 April 1979		
Venezuela (Bolivarian Republic of)	31 March 1978		
Zambia		7 October 1991 ^(*)	1 November 1992

Parties: 34

^a The Czech Republic declared that limits of carrier's liability in the territory of the Czech Republic adhered to the provision of article 6 of the Convention.

C. United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980)

<i>State</i>	<i>Signature</i>	<i>Ratification, Accession(*), Approval(†), Acceptance(f) or Succession(§)</i>	<i>Entry into force</i>
Albania		13 May 2009 ^(*)	1 June 2010
Argentina ^a		19 July 1983 ^(*)	1 January 1988
Armenia ^{a,b}		2 December 2008 ^(*)	1 January 2010
Australia		17 March 1988 ^(*)	1 April 1989
Austria	11 April 1980	29 December 1987	1 January 1989
Bahrain		25 September 2013	1 October 2014
Belarus ^a		9 October 1989 ^(*)	1 November 1990
Belgium		31 October 1996 ^(*)	1 November 1997
Benin		29 July 2011 ^(*)	1 August 2012
Bosnia and Herzegovina		12 January 1994(§)	6 March 1992
Brazil		4 March 2013 ^(*)	1 April 2014
Bulgaria		9 July 1990 ^(*)	1 August 1991
Burundi		4 September 1998 ^(*)	1 October 1999
Canada ^c		23 April 1991 ^(*)	1 May 1992
Chile ^a	11 April 1980	7 February 1990	1 March 1991
China ^{a,b}	30 September 1981	11 December 1986(†)	1 January 1988
Colombia		10 July 2001 ^(*)	1 August 2002
Croatia		8 June 1998(§)	8 October 1991
Cuba		2 November 1994 ^(*)	1 December 1995
Cyprus		7 March 2005 ^(*)	1 April 2006
Czech Republic ^b		30 September 1993(§)	1 January 1993
Denmark ^d	26 May 1981	14 February 1989	1 March 1990
Dominican Republic		7 June 2010 ^(*)	1 July 2011
Ecuador		27 January 1992 ^(*)	1 February 1993
Egypt		6 December 1982 ^(*)	1 January 1988
El Salvador		27 November 2006 ^(*)	1 December 2007
Estonia		20 September 1993 ^(*)	1 October 1994
Finland ^d	26 May 1981	15 December 1987	1 January 1989
France	27 August 1981	6 August 1982(†)	1 January 1988
Gabon		15 December 2004 ^(*)	1 January 2006
Georgia		16 August 1994 ^(*)	1 September 1995
Germany ^e	26 May 1981	21 December 1989	1 January 1991
Ghana	11 April 1980		
Greece		12 January 1998 ^(*)	1 February 1999
Guinea		23 January 1991 ^(*)	1 February 1992
Honduras		10 October 2002 ^(*)	1 November 2003
Hungary ^{a,f}	11 April 1980	16 June 1983	1 January 1988
Iceland ^d		10 May 2001 ^(*)	1 June 2002
Iraq		5 March 1990 ^(*)	1 April 1991
Israel		22 January 2002 ^(*)	1 February 2003

<i>State</i>	<i>Signature</i>	<i>Ratification, Accession(*), Approval(†), Acceptance(‡) or Succession(§)</i>	<i>Entry into force</i>
Italy	30 September 1981	11 December 1986	1 January 1988
Japan		1 July 2008 ^(*)	1 August 2009
Kyrgyzstan		11 May 1999 ^(*)	1 June 2000
Latvia ^a		31 July 1997 ^(*)	1 August 1998
Lebanon		21 November 2008 ^(*)	1 December 2009
Lesotho	18 June 1981	18 June 1981	1 January 1988
Liberia		16 September 2005 ^(*)	1 October 2006
Lithuania ^a		18 January 1995 ^(*)	1 February 1996
Luxembourg		30 January 1997 ^(*)	1 February 1998
Mauritania		20 August 1999 ^(*)	1 September 2000
Mexico		29 December 1987 ^(*)	1 January 1989
Mongolia		31 December 1997 ^(*)	1 January 1999
Montenegro		23 October 2006(§)	3 June 2006
Netherlands	29 May 1981	13 December 1990(‡)	1 January 1992
New Zealand		22 September 1994 ^(*)	1 October 1995
Norway ^d	26 May 1981	20 July 1988	1 August 1989
Paraguay ^a		13 January 2006 ^(*)	1 February 2007
Peru		25 March 1999 ^(*)	1 April 2000
Poland	28 September 1981	19 May 1995	1 June 1996
Republic of Korea		17 February 2004 ^(*)	1 March 2005
Republic of Moldova		13 October 1994 ^(*)	1 November 1995
Romania		22 May 1991 ^(*)	1 June 1992
Russian Federation ^a		16 August 1990 ^(*)	1 September 1991
Saint Vincent and the Grenadines ^b		12 September 2000 ^(*)	1 October 2001
San Marino		22 February 2012 ^(*)	1 March 2013
Serbia		12 March 2001(§)	27 April 1992
Singapore ^b	11 April 1980	16 February 1995	1 March 1996
Slovakia ^b		28 May 1993(§)	1 January 1993
Slovenia		7 January 1994(§)	25 June 1991
Spain		24 July 1990 ^(*)	1 August 1991
Sweden ^d	26 May 1981	15 December 1987	1 January 1989
Switzerland		21 February 1990 ^(*)	1 March 1991
Syrian Arab Republic		19 October 1982 ^(*)	1 January 1988
The former Yugoslav Republic of Macedonia		22 November 2006(§)	17 November 1991
Turkey		7 July 2010 ^(*)	1 August 2011
Uganda		12 February 1992 ^(*)	1 March 1993
Ukraine ^a		3 January 1990 ^(*)	1 February 1991
United States of America ^b	31 August 1981	11 December 1986	1 January 1988
Uruguay		25 January 1999 ^(*)	1 February 2000
Uzbekistan		27 November 1996 ^(*)	1 December 1997

<i>State</i>	<i>Signature</i>	<i>Ratification, Accession(*), Approval(†), Acceptance(‡) or Succession(§)</i>	<i>Entry into force</i>
Venezuela (Bolivarian Republic of)	28 September 1981		
Zambia		6 June 1986 ^(*)	1 January 1988

Parties: 80

^a This State declared, in accordance with articles 12 and 96 of the Convention, that any provision of article 11, article 29 or Part II of the Convention that allowed a contract of sale or its modification or termination by agreement or any offer, acceptance or other indication of intention to be made in any form other than in writing, would not apply where any party had his place of business in its territory.

^b This State declared that it would not be bound by paragraph 1 (b) of article 1.

^c Upon accession, Canada declared that, in accordance with article 93 of the Convention, the Convention would extend to Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island and the Northwest Territories. In a declaration received on 9 April 1992, Canada extended the application of the Convention to Quebec and Saskatchewan. In a notification received on 29 June 1992, Canada extended the application of the Convention to the Yukon Territory. In a notification received on 18 June 2003, Canada extended the application of the Convention to the Territory of Nunavut.

^d Norway declared that it would not be bound by Part II of the Convention ("Formation of the Contract"). Denmark, Finland, Iceland, Norway and Sweden declared that the Convention would not apply to contracts of sale or to their formation where the parties have their places of business in Denmark, Finland, Iceland, Norway or Sweden.

^e Upon ratifying the Convention, Germany declared that it would not apply article 1, paragraph 1 (b) in respect of any State that had made a declaration that that State would not apply article 1, paragraph 1 (b).

^f Upon ratifying the Convention, Hungary declared that it considered the General Conditions of Delivery of Goods between Organizations of the Member Countries of the Council for Mutual Economic Assistance to be subject to the provisions of article 90 of the Convention.

D. United Nations Convention on International Bills of Exchange and International Promissory Notes (New York, 1988)

<i>State</i>	<i>Signature</i>	<i>Ratification, Accession(*), Approval(†), Acceptance(‡) or Succession(§)</i>
Canada	7 December 1989	
Gabon		15 December 2004 ^(*)
Guinea		23 January 1991 ^(*)
Honduras		8 August 2001 ^(*)
Liberia		16 September 2005 ^(*)
Mexico		11 September 1992 ^(*)
Russian Federation	30 June 1990	
United States of America	29 June 1990	

Parties: 5

E. United Nations Convention on the Liability of Operators of Transport Terminals in International Trade (Vienna, 1991)

<i>State</i>	<i>Signature</i>	<i>Ratification, Accession(*), Approval(†), Acceptance(‡) or Succession(§)</i>
Egypt		6 April 1999 ^(*)
France	15 October 1991	
Gabon		15 December 2004 ^(*)
Georgia		21 March 1996 ^(*)
Mexico	19 April 1991	
Paraguay		19 July 2005 ^(*)
Philippines	19 April 1991	
Spain	19 April 1991	
United States of America	30 April 1992	

Parties: 4

F. United Nations Convention on Independent Guarantees and Stand-by Letters of Credit (New York, 1995)

<i>State</i>	<i>Signature</i>	<i>Ratification, Accession(*), Approval(†), Acceptance(‡) or Succession(§)</i>	<i>Entry into force</i>
Belarus	3 December 1996	23 January 2002	1 February 2003
Ecuador		18 June 1997 ^(*)	1 January 2000
El Salvador	5 September 1997	31 July 1998	1 January 2000
Gabon		15 December 2004 ^(*)	1 January 2006
Kuwait		28 October 1998 ^(*)	1 January 2000
Liberia		16 September 2005 ^(*)	1 October 2006
Panama	9 July 1997	21 May 1998	1 January 2000
Tunisia		8 December 1998 ^(*)	1 January 2000
United States of America	11 December 1997		

Parties: 8

G. United Nations Convention on the Assignment of Receivables in International Trade (New York, 2001)

<i>State</i>	<i>Signature</i>	<i>Ratification, Accession(*), Approval(†), Acceptance(‡) or Succession(§)</i>
Liberia		16 September 2005 ^(*)
Luxembourg ²	12 June 2002	
Madagascar	24 September 2003	
United States of America	30 December 2003	

Party: 1

It should be noted that the principles of the Convention were incorporated into the UNCITRAL Legislative Guide on Secured Transactions (2007).²⁶ Thus, States that substantially implement the recommendations of the Guide have, at the same time, introduced the principles of the Convention into their domestic law.

^a Upon signature, Luxembourg lodged the following declaration:

"Pursuant to article 39 of the Convention, the Grand Duchy of Luxembourg declares that it does not wish to be bound by chapter V, which contains autonomous conflict-of-laws rules that allow too wide an application to laws other than those of the assignor and that moreover are difficult to reconcile with the Rome Convention. The Grand Duchy of Luxembourg, pursuant to article 42, paragraph 1 (c), of the Convention, will be bound by the priority rules set forth in section III of the annex, namely those based on the time of the contract of assignment."

H. United Nations Convention on the Use of Electronic Communications in International Contracts (New York, 2005)

<i>State</i>	<i>Signature</i>	<i>Ratification, Accession(*), Approval(+), Acceptance(†) or Succession(§)</i>	<i>Entry into force</i>
Central African Republic	27 February 2006		
China	6 July 2006		
Colombia	27 September 2007		
Congo		28 January 2014 ^(*)	1 August 2014
Dominican Republic		2 August 2012 ^(*)	1 March 2013
Honduras	16 January 2008	15 June 2010	1 March 2013
Iran (Islamic Republic of)	26 September 2007		
Lebanon	22 May 2006		
Madagascar	19 September 2006		
Montenegro	27 September 2007		
Panama	25 September 2007		
Paraguay	26 March 2007		
Philippines	25 September 2007		
Republic of Korea	15 January 2008		
Russian Federation ^b	25 April 2007	6 January 2014 ^(‡)	1 August 2014
Saudi Arabia	12 November 2007		
Senegal	7 April 2006		
Sierra Leone	21 September 2006		
Singapore ^a	6 July 2006	7 July 2010	1 March 2013
Sri Lanka	6 July 2006		

Parties: 5

²⁶ United Nations publication, Sales No. E.09.V.12.

Information on jurisdictions enacting at the national level substantive provisions of the Convention is included in the status information for the UNCITRAL Model Law on Electronic Commerce (1996) (see part II, sect. C).

^a Upon ratification, Singapore declared: The Convention shall not apply to electronic communications relating to any contract for the sale or other disposition of immovable property, or any interest in such property. The Convention shall also not apply in respect of (i) the creation or execution of a will; or (ii) the creation, performance or enforcement of an indenture, declaration of trust or power of attorney, that may be contracted for in any contract governed by the Convention.

^b Upon acceptance, the Russian Federation declared:

1. In accordance with article 19, paragraph 1, of the Convention, the Russian Federation will apply the Convention when the parties to the international contract have agreed that it applies;
2. In accordance with article 19, paragraph 2, of the Convention, the Russian Federation will not apply the Convention to transactions for which a notarized form or State registration is required under Russian law or to transactions for the sale of goods whose transfer across the Customs Union border is either prohibited or restricted;
3. The Russian Federation understands the international contracts covered by the Convention to mean civil law contracts involving foreign citizens or legal entities, or a foreign element.

I. United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (New York, 2008)

<i>State</i>	<i>Signature</i>	<i>Ratification, Accession(*), Approval(*), Acceptance(f) or Succession(g)</i>
Armenia	29 September 2009	
Cameroon	29 September 2009	
Congo	23 September 2009	28 January 2014
Democratic Republic of the Congo	23 September 2010	
Denmark	23 September 2009	
France	23 September 2009	
Gabon	23 September 2009	
Ghana	23 September 2009	
Greece	23 September 2009	
Guinea	23 September 2009	
Guinea-Bissau	24 September 2013	
Luxembourg	31 August 2010	
Madagascar	25 September 2009	
Mali	26 October 2009	
Netherlands	23 September 2009	
Niger	22 October 2009	
Nigeria	23 September 2009	
Norway	23 September 2009	
Poland	23 September 2009	
Senegal	23 September 2009	
Spain	23 September 2009	19 January 2011

<i>State</i>	<i>Signature</i>	<i>Ratification, Accession(*), Approval(+), Acceptance(†) or Succession(\$)</i>
Sweden	20 July 2011	
Switzerland	23 September 2009	
Togo	23 September 2009	17 July 2012
United States of America	23 September 2009	

Parties:3**J. Convention on the Recognition and Enforcement of Foreign
Arbitral Awards (New York, 1958)**

<i>State</i>	<i>Signature</i>	<i>Ratification, Accession(*), Approval(+), Acceptance(†) or Succession(\$)</i>	<i>Entry into force</i>
Afghanistan ^{a,c}		30 November 2004 ^(*)	28 February 2005
Albania		27 June 2001 ^(*)	25 September 2001
Algeria ^{a,c}		7 February 1989 ^(*)	8 May 1989
Antigua and Barbuda ^{a,c}		2 February 1989 ^(*)	3 May 1989
Argentina ^{a,c}	26 August 1958	14 March 1989	12 June 1989
Armenia ^{a,c}		29 December 1997 ^(*)	29 March 1998
Australia		26 March 1975 ^(*)	24 June 1975
Austria		2 May 1961 ^(*)	31 July 1961
Azerbaijan		29 February 2000 ^(*)	29 May 2000
Bahamas		20 December 2006 ^(*)	20 March 2007
Bahrain ^{a,c}		6 April 1988 ^(*)	5 July 1988
Bangladesh		6 May 1992 ^(*)	4 August 1992
Barbados ^{a,c}		16 March 1993 ^(*)	14 June 1993
Belarus ^b	29 December 1958	15 November 1960	13 February 1961
Belgium ^a	10 June 1958	18 August 1975	16 November 1975
Benin		16 May 1974 ^(*)	14 August 1974
Bolivia (Plurinational State of)		28 April 1995 ^(*)	27 July 1995
Bosnia and Herzegovina ^{a,c,i}		1 September 1993 ^(§)	6 March 1992
Botswana ^{a,c}		20 December 1971 ^(*)	19 March 1972
Brazil		7 June 2002 ^(*)	5 September 2002
Brunei Darussalam ^a		25 July 1996 ^(*)	23 October 1996
Bulgaria ^{a,b}	17 December 1958	10 October 1961	8 January 1962
Burkina Faso		23 March 1987 ^(*)	21 June 1987
Cambodia		5 January 1960 ^(*)	4 April 1960
Cameroon		19 February 1988 ^(*)	19 May 1988
Canada ^d		12 May 1986 ^(*)	10 August 1986
Central African Republic ^{a,c}		15 October 1962 ^(*)	13 January 1963
Chile		4 September 1975 ^(*)	3 December 1975

<i>State</i>	<i>Signature</i>	<i>Ratification, Accession(*), Approval(†), Acceptance(‡) or Succession(§)</i>	<i>Entry into force</i>
China ^{a,c,h}		22 January 1987 ^(*)	22 April 1987
Colombia		25 September 1979 ^(*)	24 December 1979
Cook Islands		12 January 2009 ^(*)	12 April 2009
Costa Rica	10 June 1958	26 October 1987	24 January 1988
Côte d'Ivoire		1 February 1991 ^(*)	2 May 1991
Croatia ^{a,c,i}		26 July 1993 ^(§)	8 October 1991
Cuba ^{a,c}		30 December 1974 ^(*)	30 March 1975
Cyprus ^{a,c}		29 December 1980 ^(*)	29 March 1981
Czech Republic ^{a,b}		30 September 1993 ^(§)	1 January 1993
Denmark ^{a,c,f}		22 December 1972 ^(*)	22 March 1973
Djibouti ^{a,c}		14 June 1983 ^(§)	27 June 1977
Dominica		28 October 1988 ^(*)	26 January 1989
Dominican Republic		11 April 2002 ^(*)	10 July 2002
Ecuador ^{a,c}	17 December 1958	3 January 1962	3 April 1962
Egypt		9 March 1959 ^(*)	7 June 1959
El Salvador	10 June 1958	26 February 1998	27 May 1998
Estonia		30 August 1993 ^(*)	28 November 1993
Fiji		27 September 2010 ^(*)	26 December 2010
Finland	29 December 1958	19 January 1962	19 April 1962
France ^g	25 November 1958	26 June 1959	24 September 1959
Gabon		15 December 2006 ^(*)	15 March 2007
Georgia		2 June 1994 ^(*)	31 August 1994
Germany	10 June 1958	30 June 1961	28 September 1961
Ghana		9 April 1968 ^(*)	8 July 1968
Greece ^{a,c}		16 July 1962 ^(*)	14 October 1962
Guatemala ^{a,c}		21 March 1984 ^(*)	19 June 1984
Guinea		23 January 1991 ^(*)	23 April 1991
Haiti		5 December 1983 ^(*)	4 March 1984
Holy See ^{a,c}		14 May 1975 ^(*)	12 August 1975
Honduras		3 October 2000 ^(*)	1 January 2001
Hungary ^{a,c}		5 March 1962 ^(*)	3 June 1962
Iceland		24 January 2002 ^(*)	24 April 2002
India ^{a,c}	10 June 1958	13 July 1960	11 October 1960
Indonesia ^{a,c}		7 October 1981 ^(*)	5 January 1982
Iran (Islamic Republic of) ^{a,c}		15 October 2001 ^(*)	13 January 2002
Ireland ^a		12 May 1981 ^(*)	10 August 1981
Israel	10 June 1958	5 January 1959	7 June 1959
Italy		31 January 1969 ^(*)	1 May 1969
Jamaica ^{a,c}		10 July 2002 ^(*)	8 October 2002
Japan ^a		20 June 1961 ^(*)	18 September 1961
Jordan	10 June 1958	15 November 1979	13 February 1980
Kazakhstan		20 November 1995 ^(*)	18 February 1996
Kenya ^a		10 February 1989 ^(*)	11 May 1989

<i>State</i>	<i>Signature</i>	<i>Ratification, Accession^(*), Approval^(†), Acceptance^(‡) or Succession^(§)</i>	<i>Entry into force</i>
Kuwait ^a		28 April 1978 ^(*)	27 July 1978
Kyrgyzstan		18 December 1996 ^(*)	18 March 1997
Lao People's Democratic Republic		17 June 1998 ^(*)	15 September 1998
Latvia		14 April 1992 ^(*)	13 July 1992
Lebanon ^a		11 August 1998 ^(*)	9 November 1998
Lesotho		13 June 1989 ^(*)	11 September 1989
Liberia		16 September 2005 ^(*)	15 December 2005
Liechtenstein ^a		7 July 2011 ^(*)	5 October 2011
Lithuania ^b		14 March 1995 ^(*)	12 June 1995
Luxembourg ^a	11 November 1958	9 September 1983	8 December 1983
Madagascar ^{a,c}		16 July 1962 ^(*)	14 October 1962
Malaysia ^{a,c}		5 November 1985 ^(*)	3 February 1986
Mali		8 September 1994 ^(*)	7 December 1994
Malta ^{a,†}		22 June 2000 ^(*)	20 September 2000
Marshall Islands		21 December 2006 ^(*)	21 March 2007
Mauritania		30 January 1997 ^(*)	30 April 1997
Mauritius		19 June 1996 ^(*)	17 September 1996
Mexico		14 April 1971 ^(*)	13 July 1971
Monaco ^{a,c}	31 December 1958	2 June 1982	31 August 1982
Mongolia ^{a,c}		24 October 1994 ^(*)	22 January 1995
Montenegro ^{a,c,†}		23 October 2006 ^(§)	3 June 2006
Morocco ^a		12 February 1959 ^(*)	7 June 1959
Mozambique ^a		11 June 1998 ^(*)	9 September 1998
Myanmar		16 April 2013 ^(*)	15 July 2013
Nepal ^{a,c}		4 March 1998 ^(*)	2 June 1998
Netherlands ^{a,c}	10 June 1958	24 April 1964	23 July 1964
New Zealand ^a		6 January 1983 ^(*)	6 April 1983
Nicaragua		24 September 2003 ^(*)	23 December 2003
Niger		14 October 1964 ^(*)	12 January 1965
Nigeria ^{a,c}		17 March 1970 ^(*)	15 June 1970
Norway ^{a,†}		14 March 1961 ^(*)	12 June 1961
Oman		25 February 1999 ^(*)	26 May 1999
Pakistan ^a	30 December 1958	14 July 2005	12 October 2005
Panama		10 October 1984 ^(*)	8 January 1985
Paraguay		8 October 1997 ^(*)	6 January 1998
Peru		7 July 1988 ^(*)	5 October 1988
Philippines ^{a,c}	10 June 1958	6 July 1967	4 October 1967
Poland ^{a,c}	10 June 1958	3 October 1961	1 January 1962
Portugal ^a		18 October 1994 ^(*)	16 January 1995
Qatar		30 December 2002 ^(*)	30 March 2003
Republic of Korea ^{a,c}		8 February 1973 ^(*)	9 May 1973
Republic of Moldova ^{a,†}		18 September 1998 ^(*)	17 December 1998

<i>State</i>	<i>Signature</i>	<i>Ratification, Accession(*), Approval(†), Acceptance(‡) or Succession(§)</i>	<i>Entry into force</i>
Romania ^{a,b,c}		13 September 1961 ^(*)	12 December 1961
Russian Federation ^b	29 December 1958	24 August 1960	22 November 1960
Rwanda		31 October 2008	29 January 2009
Saint Vincent and the Grenadines ^{a,c}		12 September 2000 ^(*)	11 December 2000
San Marino		17 May 1979 ^(*)	15 August 1979
Sao Tome and Principe		20 November 2012 ^(*)	18 February 2013
Saudi Arabia ^a		19 April 1994 ^(*)	18 July 1994
Senegal		17 October 1994 ^(*)	15 January 1995
Serbia ^{a,c,i}		12 March 2001 ^(§)	27 April 1992
Singapore ^a		21 August 1986 ^(*)	19 November 1986
Slovakia ^{a,b}		28 May 1993 ^(§)	1 January 1993
Slovenia ⁱ		6 July 1992 ^(§)	25 June 1991
South Africa		3 May 1976 ^(*)	1 August 1976
Spain		12 May 1977 ^(*)	10 August 1977
Sri Lanka	30 December 1958	9 April 1962	8 July 1962
Sweden	23 December 1958	28 January 1972	27 April 1972
Switzerland	29 December 1958	1 June 1965	30 August 1965
Syrian Arab Republic		9 March 1959 ^(*)	7 June 1959
Tajikistan ^{a,i,j}		14 August 2012 ^(*)	12 November 2012
Thailand		21 December 1959 ^(*)	20 March 1960
The former Yugoslav Republic of Macedonia ^{c,i}		10 March 1994 ^(§)	17 November 1991
Trinidad and Tobago ^{a,c}		14 February 1966 ^(*)	15 May 1966
Tunisia ^{a,c}		17 July 1967 ^(*)	15 October 1967
Turkey ^{a,c}		2 July 1992 ^(*)	30 September 1992
Uganda ^a		12 February 1992 ^(*)	12 May 1992
Ukraine ^b	29 December 1958	10 October 1960	8 January 1961
United Arab Emirates		21 August 2006 ^(*)	19 November 2006
United Kingdom of Great Britain and Northern Ireland ^{a,g}		24 September 1975 ^(*)	23 December 1975
United Republic of Tanzania ^a		13 October 1964 ^(*)	11 January 1965
United States of America ^{a,c}		30 September 1970 ^(*)	29 December 1970
Uruguay		30 March 1983 ^(*)	28 June 1983
Uzbekistan		7 February 1996 ^(*)	7 May 1996
Venezuela (Bolivarian Republic of) ^{a,c}		8 February 1995 ^(*)	9 May 1995
Viet Nam ^{a,b,c}		12 September 1995 ^(*)	11 December 1995
Zambia		14 March 2002 ^(*)	12 June 2002
Zimbabwe		29 September 1994 ^(*)	28 December 1994

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Declarations or other notifications pursuant to article I(3) and article X(1)

^a This State will apply the Convention only to recognition and enforcement of awards made in the territory of another contracting State.

^b With regard to awards made in the territory of non-contracting States, this State will apply the Convention only to the extent to which those States grant reciprocal treatment.

^c This State will apply the Convention only to differences arising out of legal relationships, whether contractual or not, that are considered commercial under the national law.

^d Canada declared that it would apply the Convention only to differences arising out of legal relationships, whether contractual or not, that were considered commercial under the laws of Canada, except in the case of the Province of Quebec, where the law did not provide for such limitation.

^e On 24 April 1964, the Netherlands declared that the Convention shall apply to the Netherlands Antilles.

^f On 10 February 1976, Denmark declared that the Convention shall apply to the Faroe Islands and Greenland.

^g On 24 February 2014, the United Kingdom submitted a notification to extend territorial application of the Convention to the British Virgin Islands. For the following territories, the United Kingdom has submitted notifications extending territorial application and declaring that the Convention shall apply only to the recognition and enforcement of awards made in the territory of another Contracting State: Gibraltar (24 September 1975), Isle of Man (22 February 1979), Bermuda (14 November 1979), Cayman Islands (26 November 1980), Guernsey (19 April 1985), Bailiwick of Jersey (28 May 2002).

^h Upon resumption of sovereignty over Hong Kong on 1 July 1997, the Government of China extended the territorial application of the Convention to Hong Kong, Special Administrative Region of China, subject to the statement originally made by China upon accession to the Convention. On 19 July 2005, China declared that the Convention shall apply to the Macao Special Administrative Region of China, subject to the statement originally made by China upon accession to the Convention.

Reservations or other notifications

ⁱ This State formulated a reservation with regards to retroactive application of the Convention.

^j This State formulated a reservation with regards to the application of the Convention in cases concerning immovable property.

II. Enactments of model laws²⁷

A. UNCITRAL Model Law on International Commercial Arbitration (1985), with amendments as adopted in 2006

8. Legislation based on the Model Law has been adopted in:

Armenia (2006); Australia (2010^{a, c}), in New South Wales (2010^a), Northern Territory (2011^a), Queensland (2013^a), South Australia (2011^a), Tasmania (2011^a), Victoria (2011^a), and Western Australia (2012^a); Austria (2006); Azerbaijan (1999); Bahrain (1994); Bangladesh (2001); Belarus (1999); Belgium (2013^a); Brunei Darussalam (2009^a); Bulgaria (2002^c); Cambodia (2006); Canada (1986), in Alberta (1986), British Columbia (1986), Manitoba (1986), New Brunswick (1986), Newfoundland and Labrador (1986), Northwest Territories (1986), Nova Scotia (1986), Nunavut (1999), Ontario (1987), Prince Edward Island (1986), Quebec (1986), Saskatchewan (1988), and Yukon (1986); Chile (2004); China, in Hong Kong, China (2010^{a, c}) and Macao, China (1998); Costa Rica (2011^a); Croatia (2001); Cyprus (1987); Denmark (2005); Dominican Republic (2008); Egypt (1994); Estonia (2006); Georgia (2009^a); Germany (1998); Greece (1999); Guatemala (1995); Honduras (2000); Hungary (1994); India (1996); Iran (Islamic Republic of) (1997); Ireland (2010^{a, c}); Japan (2003); Jordan (2001); Kenya (1995); Lithuania (2012^{a, c}); Madagascar (1998); Malta (1996); Mauritius (2008^a); Mexico (1993); New Zealand (2007^{a, c}); Nicaragua (2005); Nigeria (1990); Norway (2004); Oman (1997); Paraguay (2002); Peru (2008^{a, c}); Philippines (2004); Poland (2005); Republic of Korea (1999); Russian Federation (1993); Rwanda (2008^a); Serbia (2006); Singapore (1994^d); Slovenia (2008^a); Spain (2003); Sri Lanka (1995); Thailand (2002); the former Yugoslav Republic of Macedonia (2006); Tunisia (1993); Turkey (2001); Uganda (2000); Ukraine (1994); United Kingdom of Great Britain and Northern Ireland, in Bermuda (1993^b), and Scotland (1990); United States of America, in California (1988), Connecticut (1989), Florida (2010^a), Georgia (2012), Illinois (1998), Louisiana (2006), Oregon (1991), and Texas (1989); Venezuela (Bolivarian Republic of) (1998); Zambia (2000); and Zimbabwe (1996).

^a Indicates legislation based on the text of the UNCITRAL Model Law on International Commercial Arbitration with amendments as adopted in 2006.

^b Overseas territory of the United Kingdom of Great Britain and Northern Ireland.

^c The legislation amends previous legislation based on the Model Law.

^d The legislation has been further amended in 2001, 2003, 2005 and 2009.

²⁷ Since States enacting legislation based upon a model law have the flexibility to depart from the text, these lists are only indicative of the enactments that were made known to the UNCITRAL Secretariat. The legislation of each State should be considered in order to identify the exact nature of any possible deviation from the model in the legislative text that was adopted. The year of enactment provided in this note is the year the legislation was passed by the relevant legislative body, as indicated to the UNCITRAL Secretariat; it does not address the date of entry into force of that piece of legislation, the procedures for which vary from State to State, and could result in entry into force some time after enactment. In addition, there may be subsequent amending or repealing legislation that has not been made known to the UNCITRAL Secretariat.

B. UNCITRAL Model Law on International Credit Transfers (1992)

9. A directive of the European Parliament and of the Council of the European Union based on the principles of the UNCITRAL Model Law on International Credit Transfers was issued on 27 January 1997.

C. UNCITRAL Model Law on Electronic Commerce (1996)

10. Legislation based on or influenced by the Model Law has been adopted in:

Antigua and Barbuda (2006^d); Australia (2011^{c,h}), in Australian Capital Territory (2012^{c,h}), New South Wales (2010^{c,h}), Northern Territory (2011^{c,h}), Queensland (2013^{c,h}), South Australia (2011^{c,h}), Tasmania (2010^{c,h}), Victoria (2011^{c,h}), and Western Australia (2011^{c,h}); Bahrain (2002); Bangladesh (2006^{a,d}); Barbados (2001); Belize (2003); Brunei Darussalam (2000); Canada, in Alberta (2001^b), British Columbia (2001^b), Manitoba (2000^b), New Brunswick (2001^b), Newfoundland and Labrador (2001^b), Northwest Territories (2011^b), Nova Scotia (2000^b), Nunavut (2004^b), Ontario (2001^b), Prince Edward Island (2001^b), Quebec (2001^d), Saskatchewan (2000^b), and Yukon (2000^b); Cape Verde (2003); China (2004), in Hong Kong, China (2000), and Macao, China (2005^{d,h}); Colombia (1999^a); Dominican Republic (2002^a); Ecuador (2002^a); Fiji (2008); France (2000); Gambia (2009^c); Ghana (2008^c); Grenada (2008); Guatemala (2008^c); India (2000^a); Iran (Islamic Republic of) (2004); Ireland (2000); Jamaica (2006); Jordan (2001); Lao People's Democratic Republic (2012^a); Liberia (2002^a); Malaysia (2006); Mauritius (2000); Mexico (2000); New Zealand (2002); Oman (2008^a); Pakistan (2002); Panama (2001^a); Paraguay (2010); Philippines (2000); Qatar (2010^c); Republic of Korea (1999); Rwanda (2010^c); Saint Kitts and Nevis (2011^c); Saint Lucia (2011); Saint Vincent and the Grenadines (2007); Samoa (2008); San Marino (2013^c); Saudi Arabia (2007); Seychelles (2001^a); Singapore (2010^{c,h}); Slovenia (2000); South Africa (2002^a); Sri Lanka (2006); Syrian Arab Republic (2014^{a,d}); Thailand (2002); Trinidad and Tobago (2011^c); United Arab Emirates (2006); United Kingdom of Great Britain and Northern Ireland, in Bailiwick of Guernsey (2000^f), Bailiwick of Jersey (2000^f), Bermuda (1999^e), Cayman Islands (2000^e), Isle of Man (2000^f), and the Turks and Caicos Islands (2000^e); United States of America, in Alabama (2001^c), Alaska (2004^c), Arizona (2000^c), Arkansas (2001^c), California (1999^c), Colorado (2002^c), Connecticut (2002^c), Delaware (2000^c), District of Columbia (2001^c), Florida (2000^c), Georgia (2009^c), Hawaii (2000^c), Idaho (2000^c), Illinois (1998), Indiana (2000^c), Iowa (2000^c), Kansas (2000^c), Kentucky (2000^c), Louisiana (2001^c), Maine (2000^c), Maryland (2000^c), Massachusetts (2003^c), Michigan (2000^c), Minnesota (2000^c), Mississippi (2001^c), Missouri (2003^c), Montana (2001^c), Nebraska (2000^c), Nevada (2001^c), New Hampshire (2001^c), New Jersey (2000^c), New Mexico (2001^c), North Carolina (2000^c), North Dakota (2001^c), Ohio (2000^c), Oklahoma (2000^c), Oregon (2001^c), Pennsylvania (1999^c), Rhode Island (2000^c), South Carolina (2004^c), South Dakota (2000^c), Tennessee (2001^c), Texas (2001^c), Utah (2000^c), Vermont (2003^c), Virginia (2000^c), West Virginia (2001^c), Wisconsin (2004^c), and Wyoming (2001^c); Vanuatu (2000); Venezuela (Bolivarian Republic of) (2001); Viet Nam (2005^c); and Zambia (2009^c).

^a Except for the provisions on certification and electronic signatures.

^b The legislation enacts uniform legislation influenced by the Model Law and the principles on which it is based, namely, the Uniform Electronic Commerce Act, adopted in 1999 by the Uniform Law Conference of Canada.

^c The legislation enacts uniform legislation influenced by the Model Law and the principles on which it is based, namely, the Uniform Electronic Transactions Act, adopted in 1999 by the National Conference of Commissioners on Uniform State Law.

^d The legislation is influenced by the Model Law and the principles on which it is based.

^e The legislation also includes substantive provisions of the United Nations Convention on the Use of Electronic Communications in International Contracts, the status of which can be found in part I, sect. H.

^f Crown Dependency of the United Kingdom of Great Britain and Northern Ireland.

^g Overseas territory of the United Kingdom of Great Britain and Northern Ireland.

^h The legislation amends previous legislation based on the Model Law.

D. UNCITRAL Model Law on Cross-Border Insolvency (1997)

11. Legislation based on the Model Law has been adopted in:

Australia (2008); Canada (2005); Chile (2014); Colombia (2006); Eritrea (1998); Greece (2010); Japan (2000); Mauritius (2009); Mexico (2000); Montenegro (2002); New Zealand (2006); Poland (2003); Republic of Korea (2006); Romania (2002); Serbia (2004); Slovenia (2007); South Africa (2000); Uganda (2011); United Kingdom of Great Britain and Northern Ireland, in Great Britain (2006), and the British Virgin Islands, overseas territory of the United Kingdom (2003); and the United States of America (2005).

E. UNCITRAL Model Law on Electronic Signatures (2001)

12. Legislation based on or influenced by the Model Law has been adopted in:

Antigua and Barbuda (2006); Barbados (2001); Cape Verde (2003); China (2004); Colombia (2012); Costa Rica (2005^a); Gambia (2009); Ghana (2008); Grenada (2008); Guatemala (2008); Honduras (2013); India (2009^a); Jamaica (2006); Mexico (2003); Nicaragua (2010a); Oman (2008^a); Paraguay (2010); Qatar (2010); Rwanda (2010); Saint Kitts and Nevis (2011); Saint Lucia (2011); Saint Vincent and the Grenadines (2007); San Marino (2013); Saudi Arabia (2007^a); Thailand (2001); Trinidad and Tobago (2011); United Arab Emirates (2006); Viet Nam (2005); and Zambia (2009).

^a The legislation is influenced by the Model Law and the principles on which it is based.

F. UNCITRAL Model Law on International Commercial Conciliation (2002)

13. Legislation based on or influenced by the Model Law has been adopted in:

Albania (2011d); Belgium (2005); Canada, in Nova Scotia (2005^b), and Ontario (2010^b); Croatia (2003); France (2011^c); Honduras (2000); Hungary (2002); Luxembourg (2012); Montenegro (2005^c); Nicaragua (2005); Slovenia (2008); Switzerland (2008^c) the former Yugoslav Republic of Macedonia (2009); United

States of America, in the District of Columbia (2006^a), Hawaii (2013^a); Idaho (2008^a), Illinois (2004^a), Iowa (2005^a), Nebraska (2003^a), New Jersey (2004^a), Ohio (2005^a), South Dakota (2007^a), Utah (2006^a), Vermont (2005^a), and Washington (2005^a).

^a The legislation enacts uniform legislation influenced by the Model Law and the principles on which it is based; namely, the Uniform Mediation Act, adopted in 2001 (amended in 2003) by the National Conference of Commissioners on Uniform State Laws.

^b The legislation enacts uniform legislation influenced by the Model Law and the principles on which it is based; namely, the Uniform [International] Commercial Mediation Act, adopted in 2005 by the Uniform Law Conference of Canada.

^c The legislation is influenced by the Model Law and the principles on which it is based.

^d The legislation amends previous legislation based on the Model Law.

G. UNCITRAL Model Law on Public Procurement (2011)²⁸

14. The UNCITRAL Model Law on Public Procurement was adopted by the Commission on 1 July 2011. States are now considering enactment of legislation based on the Model Law.

²⁸ The UNCITRAL Model Law on Public Procurement (2011) is a revision of the UNCITRAL Model Law on Procurement of Goods and Construction (1993), *Official Records of the General Assembly, Forty-eighth Session, Supplement No. 17 (A/48/17)*, annex I. Historical status information on the UNCITRAL Model Law on Procurement of Goods and Construction (1993) is available on the UNCITRAL website, www.uncitral.org/uncitral/uncitral_texts.html.